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SUPERFUND RECORDS

AGREEMENT

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| Site: | <i>Spurx Verona</i> |
| ID #: | <i>7452154</i> |
| Break: | <i>10.7</i> |
| Other: | <i>NO DATE</i> |

WHEREAS, North Eastern Pharmaceutical and Chemical Company, Inc. of Verona, Missouri, hereinafter referred to as "Company" in the course of its operations produces a substantial amount of industrial liquid waste, originating at the Company's plant at Verona, more completely described hereinafter; and

WHEREAS, The Water and Wastewater Technical School of Neosho, Missouri, hereinafter referred to as "School", is experienced in the instruction of persons engaged in treating wastewater and water, and the School operates a sewage treatment plant near the School and now belonging to the City of Neosho, and also makes studies of the industrial waste of industries desiring such study, in order to provide proper experience for its students in training and at the same time render a service desired by such industries; and

WHEREAS, The Company is in a position to transport its industrial liquid waste to the facilities operated by the School on said property now owned by the City of Neosho, where the sewage treatment plant referred to is located, at which site there is an otherwise unused holding tank which the School can and will designate for receiving all such industrial liquid waste transported by the Company:

IT IS, THEREFORE, AGREED BY THE PARTIES, as follows:

1. The Company shall deliver its industrial liquid waste from its Verona plant to a holding tank on property managed by the School and owned by the City of Neosho on a portion of what was Fort Crowder land, into a holding tank designated by the School for that purpose.
2. Such waste shall be transported so as to be delivered to the holding tank between 8:00 o'clock A.M. and 4:00 o'clock P.M. on weekdays, with no deliveries to be received on Saturdays, Sundays, or holidays.
3. Deliveries by the Company of liquid waste are expected to average about 2,500 gallons per delivery and shall not exceed more than a total of 55,000 gallons in one calendar month.

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4. The School will not have supervision of, nor be responsible for, such industrial waste until it has been placed by the Company in said holding tank. The Company must provide its own insurance protection for its vehicle and employees engaged in the transportation of such liquid waste.

5. The waste which the Company shall deliver to said holding tank shall arise from the manufacturing of hexachlorophene, and in general it shall be neutral and of the following approximate composition. The composition of the waste stream shall contain sodium chloride, sodium sulfate, glycols, and trace amounts of chlorinated compounds (less than 300 parts per million). The BOD is to be approximately 2,100 lbs. per day due to the presence of approximately 6% glycol.

6. In consideration of the payment to the School of the amount hereinafter fixed, the School agrees to process the liquid waste delivered by the Company as hereinabove provided, and in connection with such treatment shall attempt to develop new methods or techniques in the treatment of such waste. In this connection, the School shall be free to utilize the services of any of its staff as well as its students, and shall have complete charge of such operation. In the event that the contract extends over a sufficient term that the School is able to develop new methods or techniques which are advantageous in the handling of this particular type of industrial liquid waste, as determined by the Company, then upon payment to the School of an additional amount, as specified in Paragraph 9, by the Company to cover the expenses of the School in that research, the School will provide detailed data to the Company sufficient to enable it to construct and operate a disposal facility designed for that particular type of industrial liquid waste.

7. With respect to all research and experimentation done by the School while processing the industrial liquid waste referred to herein, the records maintained and the results achieved shall all be the property of the School, which shall have the sole right to publish or to sell such findings and results. This sole right to publish or sell shall continue to reside with and belong to the School permanently, even after the expiration of this Agreement.

8. A record of the galonage of liquid waste delivered by the Company to the said holding tank shall be maintained daily and weekly. Within five days after the close of each calendar month during the term hereof, the Company shall pay to the School an amount equal to 2½ cents times the total gallonage delivered in such previous month.

9. The School shall maintain a record of its expenses or cost applicable to actual processing of the liquid waste delivered by the Company, and shall also maintain a separate record of the expenses or cost in research and development on attempts to develop a better method of treatment. Upon determination of what is deemed to be the best method, processing cost will be recorded for thirty days using that method. Promptly thereafter the School will submit data on processing cost, as well as estimated capital investment cost to install such method.

At such time, a calculation shall be made as to total payments made by the Company to the School, contrasted to total expenses or cost to the School of processing the waste and in research and development on this project. If receipts by the School exceed total expenses in both processing and research, then the excess shall be a credit to the Company, which it may apply on subsequent charges for processing or on sbbsequent charges for technical direction furnished by the School in connection with installation of equipment to process waste by the Company. Also, in such event, so long as the Company continues to deliver waste to the School under this Agreement the payment due by the Company shall be based on the cost per gallon as determined by the thirty-day experience referred to hereinbefore, instead of on 2½ cents per gallon. But, if Company's total payments produce a deficit instead of a credit, it shall continue to pay at the rate of 2½ cents per gallon until the School is fully reimbursed for expenses or cost in processing and research, then revert to the cost figure for processing as developed on the said thirty-day test period.

The School shall provide the Company with a progress report at thirty day intervals while this Agreement is in force.

10. The term of this Agreement shall be for a period of three years from the date hereof. Both parties, however, reserve the right to cancel the Agreement at any time during the term hereof, by the giving to the other party of written notice at least thirty days in advance of the date fixed for termination. For the purposes of such notice, such shall be addressed to the School at Post Office Box 370, Neosho, Missouri, and to the Company shall be addressed to it at Verona, Missouri.

WITNESS our hands in full approval as of the 15th day of October, 1971.

NORTH EASTERN PHARMACEUTICAL
AND CHEMICAL COMPANY, INC.

Attest:

By John W. Lee
Vice President

Secretary

WATER & WASTEWATER TECHNICAL
SCHOOL

Attest:

By Dr. Ronald F. Layton
President

Assistant Secretary